



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **C-1**

April 29, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ADOPT AND ADVERTISE  
PENNSYLVANIA AVENUE AT ALTURA AVENUE  
CITY OF GLENDALE - COUNTY COOPERATIVE AGREEMENT NO. 41198  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to install traffic signals at the intersection of Pennsylvania Avenue at Altura Avenue, which is jurisdictionally shared with the City of Glendale, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City for the project. The agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to each finance 50 percent of the cost of the traffic signals and their respective jurisdictional shares of the cost for the associated signing, striping, and pavement markings. The total project cost is currently estimated to be \$180,000 with the City's share being \$90,000 and the County's share being \$90,000.

3. Approve the project and adopt the plans and specifications for Pennsylvania Avenue at Altura Avenue, in the vicinity of Glendale (5), at an estimated contract cost between \$95,000 and \$110,000. In addition, the County will furnish materials estimated to cost \$25,000 to \$30,000.
4. Call for bids to be received on June 8, 2004.
5. Instruct the Executive Officer of the Board of Supervisors to advertise the project and to seal and return the plans and specifications to Public Works for filing.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This action involves contracting for the installation of traffic signals, striping, and pavement markings, and the construction of curb ramps, sidewalk, and curb and gutter.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project. Sections 1685 and 1803 of the California Streets and Highway Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

This project is part of Public Works' ongoing highway construction and maintenance program.

#### **Implementation of Strategic Plan Goals**

This project is consistent with the County Strategic Plan Goal of Service Excellence since it will improve traffic flow and safety for motorists and pedestrians.

#### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$180,000 with the City of Glendale's share being \$90,000 and the County's share being \$90,000.

The estimated contract cost is in the range of \$95,000 to \$110,000, and the County will furnish materials estimated to cost \$25,000 to \$30,000.

Funding for this project is included in the Fiscal Year 2003-04 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to each finance 50 percent of the cost of the traffic signals and their respective jurisdictional shares of the cost for the associated signing, striping, and pavement markings.

The enclosed plans and specifications include the contractual provisions, methods, and material requirements necessary for this project. The contract agreement will be in the form previously approved by County Counsel.

As required by your Board, language has been incorporated into the project specifications stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt pursuant to Class 1, Subsection (x)(5), of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

### **CONTRACTING PROCESS**

This project will be contracted on an open competitive bid basis. The contract will be awarded to the lowest responsible bidder meeting the criteria established by your Board and the California Public Contract Code.

To increase contractor awareness of our program to contract work to the private sector, this project will be listed on the County website for upcoming bids.

The project specifications contain provisions 1) requiring the contractor to comply with the County's Child Support Compliance Program, 2) requiring the contractor to report solicitations of improper consideration by County employees and allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees, 3) requiring the contractor to comply with the requirements of the County's Contractor Employee Jury Service Program, and 4) requiring the contractor to comply with the Newborn Abandonment Law (Safely Surrendered Baby Law).

The Honorable Board of Supervisors  
April 29, 2004  
Page 4

The project specifications also contain a provision that, should the contractor require additional or replacement personnel to fill employment openings, consideration shall be given to hiring qualified participants in the County's Greater Avenues for Independence or General Relief Opportunities for Work Programs.

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions. The information reported will be considered before making a recommendation to award.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Pennsylvania Avenue is on the County's Highway Plan and the proposed improvements are needed and of general County interest.

The project is to be completed in 40 working days. It is estimated that the work will start in July and be completed in September 2004. Local residents and businesses will be informed that traffic and local access will be mildly disrupted during the construction.

### **CONCLUSION**

Enclosed are two copies of the agreement which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

SS:rm

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Enc.

cc: Chief Administrative Office  
County Counsel  
Office of Affirmative Action Compliance

PENNSYLVANIA AVENUE AT ALTURA AVENUE  
INSTRUCTION SHEET FOR PUBLISHING LEGAL ADVERTISEMENT

From: Department of Public Works  
Construction Division

PUBLISHING

In accordance with Section 20392 of the Public Contract Code:

Publish: At least ten consecutive times, prior to the date set for opening bids, in a daily newspaper of general circulation printed and published in the County and designated by the Board, or for at least two consecutive times prior to such date in a weekly newspaper printed and published in the County and designated by the Board.

Time Limitation: To open bids in four weeks.

## NOTICE INVITING BIDS

Sealed Bids will be received by the County of Los Angeles Department of Public Works, Construction Division, for the installation of traffic signals, striping, and pavement markings, and the construction of curb ramps, sidewalk, and curb and gutter under Project ID No. RDC0014366, Pennsylvania Avenue at Altura Avenue, in the vicinity of Glendale.

The Bids must be submitted at the Cashier's Office, west side of main lobby, 900 South Fremont Avenue, Alhambra, California 91803-1331, before 11 a.m. on Tuesday, June 8, 2004. The Bids will then be publicly opened and read in Conference Room A or at the location posted in the main lobby.

The Work shall be done in accordance with the Plans and Specifications on file and open for inspection at the County Board of Supervisors Executive Office and the Department of Public Works. The Work is estimated to cost between \$95,000 and \$110,000 and shall be completed in 40 working days. The Work requires a California Class A or C10 contractor's license. Prebid questions regarding the Plans and Specifications should be directed to Ms. Sumitha Shival at (626) 458-3159.

The Bids must be submitted on the Proposal forms included in the Bidder's package of the Contract Documents, which may be purchased for \$14, if picked up at the aforementioned Cashier's Office, (626) 458-6959, Monday through Thursday between 7 a.m. and 5:30 p.m., or for \$17, if mailed, which includes postage and handling.

Each Bid must be accompanied by a certified check, cashier's check, or surety bond payable to Los Angeles County in an amount equal to at least 10 percent of the Bid to guarantee that the Bidder will enter into the Contract if it is so awarded.

All persons performing the Work shall be paid not less than the General Prevailing Wage Determination prepared by the Director of Industrial Relations pursuant to the California Labor Code. Copies of these wage rates are available at the Department of Public Works.

The Bid must provide full disclosure of False Claims Act violations and civil/criminal legal actions as provided for on the three forms included as part of the Proposal. Failure to complete these forms may result in a determination that the Bidder is nonresponsive and/or not responsible.

The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder; however, the Board of Supervisors reserves the right to reject any and all Bids.

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

The successful Bidder will be required to submit a faithful performance bond, payment bond, liability insurance, and workers' compensation insurance with the Contract.

As provided for in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Department of Public Works to ensure performance under the Contract, or enter into an escrow agreement for payment of such monies to an escrow agent.

Para mas informacion con relacion a esta noticia, por favor llame a este numero (626) 458-3118. Nuestras horas de oficina son de 7 a.m. a 5:30 p.m. de Lunes a Jueves.

Each person by submitting a response to this Notice Inviting Bids certifies that such Bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

The County supports and encourages equal opportunity contracting.

By order of the Board of Supervisors of the County of Los Angeles, State of California.

Dated May 11, 2004.

Violet Varona-Lukens  
Executive Officer  
of the Board of Supervisors

SS:rm

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## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF GLENDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

## W I T N E S S E T H

WHEREAS, Pennsylvania Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to install traffic signals at the intersection of Pennsylvania Avenue and Altura Avenue, and install signing, striping, and pavement markings at the aforementioned intersection, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering at COUNTY expense, construction inspection and engineering, materials testing, construction survey and contract administration for PROJECT; and

WHEREAS, CONSTRUCTION COST OF PROJECT includes the costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, signing, and striping for PROJECT as more fully set forth herein; and

WHEREAS, CITY and COUNTY are each willing to finance fifty percent (50%) of CONSTRUCTION COST OF PROJECT; and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be One Hundred Fifty Six Thousand and 00/100 Dollars (\$156,000.00), with CITY'S share being Seventy Eight Thousand and 00/100 Dollars (\$78,000.00) and COUNTY'S share being One Hundred Twenty Two Thousand and 00/100 Dollars (\$78,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

### (1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.



- b. The CONSTRUCTION COST OF PROJECT, as referred to in this AGREEMENT, shall consist of costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of "preliminary engineering", as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance fifty percent (50%) of CONSTRUCTION COST OF PROJECT, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance its share of CONSTRUCTION COST OF PROJECT, currently estimated to be Seventy Eight Thousand and 00/100 Dollars (\$78,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To grant to COUNTY any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT at no cost to COUNTY to the extent not already provided by law.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal,

operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering for PROJECT at COUNTY expense.
- b. To finance fifty percent (50%) of CONSTRUCTION COST OF PROJECT, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual CONSTRUCTION COST OF PROJECT including an itemization of actual unit costs and actual quantities.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 41198 between COUNTY and CITY.
- b. That if CITY'S share of CONSTRUCTION COST OF PROJECT, based upon the final accounting, exceeds CITY'S payment, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist

of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY after completion of PROJECT.

- c. That if CITY'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.
- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submits justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- e. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a non-material nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Stephen M. Zurn  
Director of Public Works  
City of Glendale  
613 East Broadway  
Glendale, CA 91206-4308

COUNTY:

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- k. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GLENDALE on April 28, 2004, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2004.

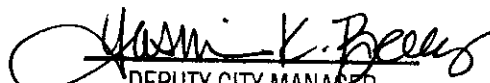
COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

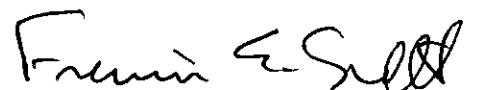
**APPROVED**

  
DEPUTY CITY MANAGER  
DATE 4/28/04


By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By   
Deputy

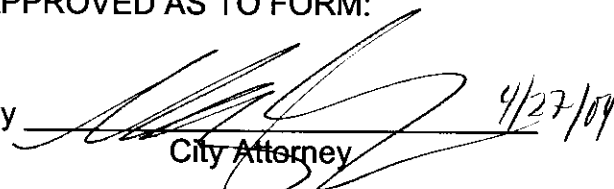
CITY OF GLENDALE


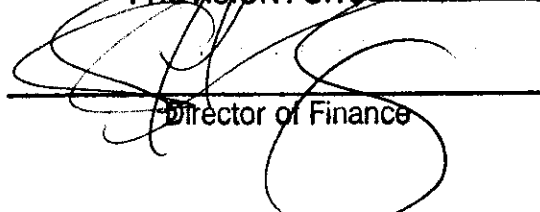
By   
Mayor

ATTEST:

By   
Asst. City Clerk

APPROVED AS TO FORM:

By   
City Attorney 4/27/04

 CITY OF GLENDALE  
DATE 4/28/04  
APPROVED AS TO FINANCIAL  
PROVISION FOR \$ 28,000.00  
  
Director of Finance vd